

Agreement on Alienation of Certificate of Deposit (CD)

Tbilisi

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JSC VTB Bank (Georgia) _____ branch [hereinafter the “Bank”], represented by _____, at one side, _____ [hereinafter the “Alienator”] at the second side, and _____ [hereinafter the “Buyer”], at the third, conclude present Agreement as follows:

1. By the power of the present Agreement, the Alienator alienates Certificate of Deposit to the Buyer.
2. Main terms and conditions of the CD:
 - a. CD type -
 - b. CD nominal value -
 - c. CD currency -
 - d. CD interest rate -
 - e. CD term -
3. On the basis of the present Agreement, the Buyer orders the Bank to debit amount of _____ from his/her account, as a commission fee for CD alienation, and transfer amount of _____ to the Alienator’s account, opened at the Bank, as a payment for CD purchase.
4. On the basis of the present Agreement, the Alienator orders the Bank to deem the CD alienated and indicate the Buyer as a CD owner, immediately upon crediting of the amount prescribed in a Paragraph 3 herein to his/her account.
5. The Buyer confirms he/she is aware of and consents to [1] “Agreement on Use of a Certificate of Deposit”, including Interest Rate stipulated therein; [2] “**General Terms and Conditions for Use of Certificate of Deposit**”, available on the Bank’s web-site: www.vtb.ge, and [3] declares that he/she is a cessionary and legal successor of previous CD Owner(s).
6. The Alienator undertakes to transfer all CD related documents at his/her disposal to the Buyer.
7. All disputes associated with the present Agreement [Terms and Conditions] and related accessory agreements, regarding cancelation, nullity and termination of the Agreement and any consequent results [including implementation of measures related with collateral], along with issues regarding validity and existence of arbitration reservation, envisaged by the present clause, shall be transferred for settlement to the LLC “Arbitrage Chamber of Georgia” [Tbilisi, 10 Sairme Str., ID 20567389]. Jurisdiction of the mentioned entity is acknowledged by the both parties without renunciation. Mentioned arbitration reviews the case in accordance with the Provision of Arbitrage. The case is reviewed by one to three arbiters, depending on its complexity. Composition and quantity of arbiters is determined by the Arbitrage. Decision made by the Arbitrage on approving an appeal shall be enforced on the basis of the Enforcement Writ issued by the Arbitrage and does not require approval and enforcement of the Court.
8. The Parties also take responsibility to notify Arbitrage on any changes of address and/or a location, otherwise the correspondence [including post, a statement on specific action, writ, decision and etc.] sent by the Arbitrage to the address indicated herein, will be deemed delivered and received [with corresponding legal consequences]
9. The present Agreement shall come into force immediately upon signing. It is drawn up in three legally equal copies, one for each of the Parties.
10. Parties:

Alienator	Bank	Buyer
	VTB Bank (Georgia) JSC Reg. ID #202906427	